

SERIAL 08050 S LANDFILL DISPOSAL SERVICES

DATE OF LAST REVISION: December 10, 2008 CONTRACT END DATE: June 30, 2011

CONTRACT PERIOD THROUGH JUNE 30, 2011

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **LANDFILL DISPOSAL SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 05, 2008**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

DL/mm
Attach

Copy to: Materials Management
 William Thornton, Solid Waste

(Please remove Serial 03019-S from your contract notebooks)

INVITATION FOR BID FOR: LANDFILL DISPOSAL SERVICES

1.0 INTENT:

The intent of this solicitation is to award multiple contracts whereby contractor(s) will allow County to dispose of materials in the contractor's landfills. These landfill services will be used by various County departments throughout Maricopa County. The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number to satisfy the County's needs.

2.0 SCOPE OF WORK:

2.1 The Contractor shall provide County access to landfill(s) for waste disposal purposes. The landfills and landfill operators shall meet all EPA, ADEQ, and other state and federal legal requirements to provide this service.

2.2 Landfills shall accept the following for disposal:

2.2.1 Green Waste: Vegetation (e.g., trees, brush or clean wood);

2.2.2 Residential/Mixed Waste: Mixed garbage and debris (e.g., sinks, toilets, furniture or pallets);

2.2.3 Other Waste: Miscellaneous items (e.g., appliances, broken concrete or plastic barricades); and

2.2.4 Special Waste: Waste that requires special handling and/or special procedures for disposal such as, euthanized animals.

2.3 INVOICES AND PAYMENTS:

2.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date(s) of service
- Quantity by Contract line item number
- Description of service
- Pricing per unit of service
- Extended price
- Total Amount Due

2.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.3.3 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be

provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

- 2.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.4 TAX (SERVICES):

Tax shall not be levied against labor. It is the Contractor's responsibility to determine any and all taxes and include the same in Contractor's bid price.

2.5 ACCESS TO LANDFILL:

It shall be the Contractor's responsibility to ensure County has access to Contractor's landfill(s) in accordance with Attachment A, Prices. County reserves the right to obtain services on the open market in the event the Contractor fails to provide access to its landfill(s). Any price differential will be charged against the Contractor.

2.6 FUEL COST PRICE ADJUSTMENT:

- 2.6.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.
- 2.6.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.
- 2.6.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The date of County approval of a fuel cost adjustment request shall become the base date for any future Contractor adjustment requests.
- 2.6.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Prices). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).
- 2.6.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor. Any cost adjustment will be calculated by the County by using the Bureau of Labor Statistics, Producer Price Index for Gasoline – WPU0571 and #2 Diesel Fuel – WPO57303 (<http://data.bls.gov/cgi-bin/surveymost?wp>).

2.7 STRATEGIC ALLIANCE for VOUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your bid. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to renew the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

3.4 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE REQUIREMENTS

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the

stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certificates of any or all of the herein required insurance. County shall not be obligated, however, to review such certificates or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.5.1 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.2 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.3 Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.4 Certificates of Insurance.

3.5.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to utilize a procurement card that may be used by the County, from time to time, to place and/or make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET CAPABILITY:

County intends to use the Internet to communicate and/or to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 NO GUARANTEED QUANTITIES.

The Contractor understands and hereby acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number of units of service to be provided under this Contract

3.9 ORDERING AUTHORITY.

3.9.1 Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

- 3.9.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Contractor. Purchase orders must cite the Contract number.
- 3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of materials available under this Contract.
- 3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.10 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.11 SUSPENSION:

In lieu of contract termination, County shall have the right to suspend, without prior notice, the Contractor when Contractor has failed or refused to respond to three (3) requests for bids within a three (3) month period. Reinstatement will be dependent upon the Contractor demonstrating that the cause for the suspension has been corrected. Notice of suspension shall be made in writing or by telephone message to the Contractor or his representative, stating the length of the suspension and the reason(s) therefore. If suspension is made by telephone, a written confirmation of the suspension will follow within three (3) working days.

3.12 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

Maricopa County
Materials Management Department
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

Administrative telephone inquiries shall be addressed to:

David M. LaFond, Sr., Procurement Officer, 602-506-3248
(lafonddd@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.13 EVALUATION CRITERIA.

3.13.1 The evaluation of Bids will be based on, but will not be limited to, the following:

3.13.1.1 Compliance with specifications.

3.13.1.2 Price.

3.13.1.3 Determination of Responsibility.

3.13.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.14 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.15 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Respondents shall provide their Bids as follows:

3.15.1 One (1) original hardcopy.

3.15.2 One (1) CD providing all Bid response documents in Word, Excel (Attachment A) and then all Bid response documents in PDF format.

3.15.3 Respondents shall address bids identified with return address, serial number and title in the following manner:

Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494

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3.15.4 Bids must be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the bid closing date.

3.16 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.16.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.16.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.16.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.16.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.16.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.16.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.16.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.17 **RESPONDENT REVIEW OF DOCUMENTS.**

The Respondent must review its Bid submission to assure the following requirements are met.

3.17.1 **Mandatory:** Bid is submitted as required in Section 3.14, above.

3.17.2 **Mandatory:** Attachment "A", Pricing is enclosed;

3.17.3 **Mandatory:** Attachment "B", Agreement is enclosed; and

3.17.4 **Mandatory:** Attachment "C", References is enclosed.

3.18 **POST AWARD MEETING:**

The successful Contractor(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of the Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

ALLIED WASTE SERVICES, P.O. BOX 22169, MESA, AZ 85227
4811 W. LOWER BUCKEYE ROAD, PHOENIX, AZ 85043

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒X YES ☐NO

ACCEPT PROCUREMENT CARD: ☐X YES ☐NO

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ☐YES ☒X NO
 INTERNET ORDERING CAPABILITY: ☐YES ☐NO ☐% DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐YES ☒X NO

COMMODITY CODE: NIGP 9884601

1.0 PRICING:

NAME AND ADDRESS OF LANDFILL: Apache Junction Landfill
4050 Tomahawk Road
Apache Junction, AZ 85278
CONTACT PERSON NAME/PHONE: Chris West / (480) 222-8424

DAYS AND HOURS OF OPERATION:

<input checked="" type="checkbox"/> Monday	From <u>6</u> AM thru <u>4</u> PM
<input checked="" type="checkbox"/> Tuesday	From <u>6</u> AM thru <u>4</u> PM
<input checked="" type="checkbox"/> Wednesday	From <u>6</u> AM thru <u>4</u> PM
<input checked="" type="checkbox"/> Thursday	From <u>6</u> AM thru <u>4</u> PM
<input checked="" type="checkbox"/> Friday	From <u>6</u> AM thru <u>4</u> PM
<input checked="" type="checkbox"/> Saturday	From <u>6</u> AM thru <u>4</u> PM
<input type="checkbox"/> Sunday	From <u> </u> AM thru <u> </u> PM

TYPES OF WASTE ACCEPTABLE FOR DISPOSAL AT THIS SITE (check each)

Tire Shreds ☐ Construction Debris ☒ Concrete ☒ Dead Animals ☒ Whole Tires ☐ Oils ☐ Sludge ☒
 Agricultural ☒ Liquids ☐ Wood ☒ Drilling Fluids ☐ Greens ☐ Contaminated Soils ☒
 Industrial ☒ Mixed Municipal ☒ Asbestos ☒ Automobiles ☐ Medical ☐ Hazardous ☐ Other ☐

*Some Material May Require Profile and Analytical

**Insert pricing for the various categories of waste received at your landfill or attach a published price list.
 For each Item, indicate what unit pricing is based on (e.g. Ton, Yard, Load, etc.).**

<u>ITEM DESCRIPTION</u>	<u>DISPOSAL RATES</u>
1.1 Green Waste	<u>\$38.00</u> /Ton
1.2 Residential/Mixed Waste	<u>\$38.00</u> /Ton
1.3 Other Waste (List Type)	
1.3.1 Construction	<u>\$38.00</u> /Ton
1.3.2 Concrete	<u>\$38.00</u> /Ton
1.3.3 Industrial	<u>\$38.00</u> /Ton
1.3.4 Mixed Municipal	<u>\$38.00</u> /Ton
1.3.5 Dead Animals	<u>\$38.00</u> /Ton
1.3.6 Wood	<u>\$38.00</u> /Ton

ALLIED WASTE SERVICES, P.O. BOX 22169, MESA, AZ 85227
4811 W. LOWER BUCKEYE ROAD, PHOENIX, AZ 85043

2.0 SPECIAL FEES (Specify) *

2.1 State Tax	<u>\$0.25/Ton</u>
2.2 Fuel Surcharge	<u>10% Flat Rate/Ton</u>

NAME AND ADDRESS OF LANDFILL:

Southwest Regional Landfill
24427 South Highway 85
Buckeye, AZ 85326

CONTACT PERSON NAME/PHONE:

Greg Czerninski / (602) 442-5986 or (602) 717-5966

DAYS AND HOURS OF OPERATION:

[X] Monday	From <u>6</u> AM thru <u>4</u> PM
[X] Tuesday	From <u>6</u> AM thru <u>4</u> PM
[X] Wednesday	From <u>6</u> AM thru <u>4</u> PM
[X] Thursday	From <u>6</u> AM thru <u>4</u> PM
[X] Friday	From <u>6</u> AM thru <u>4</u> PM
[X] Saturday	From <u>6</u> AM thru <u>4</u> PM
[] Sunday	From _____ AM thru _____ PM

TYPES OF WASTE ACCEPTABLE FOR DISPOSAL AT THIS SITE (check each)

Tire Shreds [] Construction Debris [X] Concrete [X] Dead Animals [X] Whole Tires [] Oils [] Sludge [X]
 Agricultural [X] Liquids [] Wood [X] Drilling Fluids [] Greens [] Contaminated Soils [X]
 Industrial [X] Mixed Municipal [X] Asbestos [X] Automobiles [] Medical [] Hazardous [] Other []

*Some Material May Require Profile and Analytical

**Insert pricing for the various categories of waste received at your landfill or attach a published price list.
 For each Item, indicate what unit pricing is based on (e.g. Ton, Yard, Load, etc.).**

ITEM DESCRIPTION

DISPOSAL RATES

1.1 Green Waste	<u>\$29.00/Ton</u>
1.2 Residential/Mixed Waste	<u>\$29.00/Ton</u>
1.3 Other Waste (List Type)	
1.3.1 Construction	<u>\$29.00/Ton</u> n
1.3.2 Concrete	<u>\$29.00/Ton</u>
1.3.3 Industrial	<u>\$29.00/Ton</u>
1.3.4 Mixed Municipal	<u>\$29.00/Ton</u>
1.3.5 Dead Animals	<u>\$29.00/Ton</u>
1.3.6 Wood	<u>\$29.00/Ton</u>

2.0 SPECIAL FEES (Specify) *

2.1 State Tax	\$0.25/Ton
2.2 Fuel Surcharge	10% Flat Rate/Ton

* If you enter pricing for fuel costs, you must adhere to the requirements of Section 2.6. Bids with pricing for fuel costs, but not providing information required by Section 2.6, will be considered NOT RESPONSIVE and will not be considered for award.

ALLIED WASTE SERVICES, P.O. BOX 22169, MESA, AZ 85227
4811 W. LOWER BUCKEYE ROAD, PHOENIX, AZ 85043

Terms:	NET 30
Vendor Number:	W000003557 X
Telephone Number:	602/237-2078 480/222-8416
Fax Number:	602/442-7293 480/854-7640
Contact Person:	Jack Weyner Tina Zafirakis
E-mail Address:	<u>Tina.Zafirakis@awin.com</u>
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2011.

WASTE MANAGEMENT, 2425 S. 40TH STREET, PHOENIX, AZ 85034
1580 E. ELWOOD, PHOENIX, AZ 85040

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: __X__ YES ____ NO

ACCEPT PROCUREMENT CARD: ____X__ YES NO ____

WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES __X__ NO
 INTERNET ORDERING CAPABILITY: ____ YES ____ NO ____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES __X__ NO

COMMODITY CODE: NIGP 9884601

1.0 PRICING:

NAME AND ADDRESS OF LANDFILL:

Butterfield Station Landfill
40404 South 99th Ave
Mobile, AZ 85239

CONTACT PERSON/NAME/PHONE:

Mark Snedecor/ (602) 454-2036

DAYS AND HOURS OF OPERATION:

☒ Monday From 6:00 AM thru 3:00 PM
☒ Tuesday From 6:00 AM thru 3:00 PM
☒ Wednesday From 6:00 AM thru 3:00 PM
☒ Thursday From 6:00 AM thru 3:00 PM
☒ Friday From 6:00 AM thru 3:00 PM

TYPES OF WASTE ACCEPTABLE FOR DISPOSAL AT THIS SITE (check each)

☒ Tire Shreds ☒ Construction Debris ☒ Concrete ☒ Dead Animals ☐ Whole Tires ☐ Oils ☒ Sludge
☐ Agricultural ☒ Liquids ☒ Wood ☐ Drilling Fluid ☒ Greens ☒ Contaminated Soils
☒ Industrial ☒ Mixed Municipal ☒ Asbestos ☐ Automobiles ☒ Medical ☐ Hazardous ☒ Other

Insert pricing for the various categories of waste received at your landfill or attach a published price list. For each item, indicate what unit pricing is based on (e.g. Ton, Yard, Load, etc.)

ITEM DESCRIPTION

DISPOSAL RATES

1.1 Green Waste

\$ 36.00 / Ton (Min 1 ton per load)

1.2 Residential/Mixed Waste

\$ 36.00 / Ton (Min 1 ton per load)

1.3 Other Waste (List Type)

1.3.1 Tire Shreds	<u>\$ 36.00 / Ton (Min 1 ton per load)</u>
1.3.2 Construction Debris/Wood/Concrete	<u>\$ 36.00 / Ton (Min 1 ton per load)</u>
1.3.3 Dead Animals	<u>\$ 36.00 / Ton (Min \$125.00 per load)</u>
1.3.4 Sludge	<u>\$ 36.00 / Ton (Min \$125.00 per load)</u>
1.3.5 Liquid/Drilling Fluid	<u>\$ 36.00 / Ton (Min \$125.00 per load)</u>
1.3.6 Contaminated Soils/Industrial	<u>\$ 36.00 / Ton (Min \$125.00 per load)</u>
1.3.7 Non Friable Asbestos/Friable	<u>\$ 36.00 / Ton (Min \$125 per load)</u>
1.3.8 Medical (Treated)	<u>\$ 36.00 / Ton (Min \$125 per load)</u>

2.0 SPECIAL FEES (Specify)

2.1 ADEQ Fee (Arizona Dept of Env. Quality)	<u>\$.25 cents/ton</u>
2.2 Environmental Fee	<u>\$ 1.50 / ton</u>
2.3 Fuel Fee	<u>\$ 2.50/ ton (7%)</u>

WASTE MANAGEMENT, 2425 S. 40TH STREET, PHOENIX, AZ 85034
1580 E. ELWOOD, PHOENIX, AZ 85040

NAME AND ADDRESS OF LANDFILL:

Deer Valley Transfer Station
2120 West Adobe Dr.
Phoenix, AZ 85027

CONTACT PERSONNAME/PHONE:

Mark Snedecor/ (602) 454-2036

DAYS AND HOURS OF OPERATION:

<input checked="" type="checkbox"/> Monday	From 8:00 AM thru 5:00 PM
<input checked="" type="checkbox"/> Tuesday	From 8:00 AM thru 5:00 PM
<input checked="" type="checkbox"/> Wednesday	From 8:00 AM thru 5:00 PM
<input checked="" type="checkbox"/> Thursday	From 8:00 AM thru 5:00 PM
<input checked="" type="checkbox"/> Friday	From 8:00 AM thru 5:00 PM
<input checked="" type="checkbox"/> Saturday	From 8:00 AM thru 1:00 PM

TYPES OF WASTE ACCEPTABLE FOR DISPOSAL AT THIS SITE (check each)

☐ Tire Shreds ☒ Construction Debris ☒ Concrete ☐ Dead Animals ☒ Whole Tires ☐ Oils ☐ Sludge

☐ Agricultural ☐ Liquids ☒ Wood ☐ Drilling Fluid ☒ Greens ☐ Contaminated Soils

☐ Industrial ☒ Mixed Municipal ☐ Asbestos ☐ Automobiles ☐ Medical ☐ Hazardous ☒ Other

Insert pricing for the various categories of waste received at your landfill or attach a published price list. For each item, indicate what unit pricing is based on (e.g. Ton, Yard, Load, etc.)

ITEM DESCRIPTION

DISPOSAL RATES

1.1 Green Waste

\$ 38.00 / Ton (Min 1 ton per load)

1.2 Residential/Mixed Waste

\$ 38.00 / Ton (Min 1 ton per load)

1.3 Other Waste (List Type)

1.3.1 Construction Debris/Wood/Concrete

\$ 38.00 / Ton (Min 1 ton per load)

13.32 Whole Tires (No Rims)

\$ 20.00 / Each

13.3 Appliances

\$ 20.00 / Each

2.0 SPECIAL FEES (Specify)

2.1 ADEQ Fee (Arizona Dept of Env. Quality)

\$.25 cents/ton

2.2 Environmental Fee

\$ 1.60 / ton

2.3 Fuel Fee

\$ 6.50/ ton (17%)

NAME AND ADDRESS OF LANDFILL:

Lone Butte Transfer Station
1000 South Kyrene Road
Chandler, AZ 85226

CONTACT PERSONNAME/PHONE:

Mark Snedecor/ (602) 454-2036

DAYS AND HOURS OF OPERATION:

<input checked="" type="checkbox"/> Monday	From 6:00 AM thru 5:00 PM
<input checked="" type="checkbox"/> Tuesday	From 6:00 AM thru 5:00 PM
<input checked="" type="checkbox"/> Wednesday	From 6:00 AM thru 5:00 PM
<input checked="" type="checkbox"/> Thursday	From 6:00 AM thru 5:00 PM
<input checked="" type="checkbox"/> Friday	From 6:00 AM thru 5:00 PM
<input checked="" type="checkbox"/> Saturday	From 7:00 AM thru 4:00 PM

WASTE MANAGEMENT, 2425 S. 40TH STREET, PHOENIX, AZ 85034
1580 E. ELWOOD, PHOENIX, AZ 85040

TYPES OF WASTE ACCEPTABLE FOR DISPOSAL AT THIS SITE (check each)

- ☐ Tire Shreds ☒ Construction Debris ☒ Concrete ☐ Dead Animals ☒ Whole Tires ☐ Oils ☐ Sludge
- ☐ Agricultural ☐ Liquids ☒ Wood ☐ Drilling Fluid ☒ Greens ☐ Contaminated Soils
- ☐ Industrial ☐ Mixed Municipal ☐ Asbestos ☐ Automobiles ☐ Medical ☐ Hazardous ☒ Other

Insert pricing for the various categories of waste received at your landfill or attach a published price list. For each item, indicate what unit pricing is based on (e.g. Ton, Yard, Load, etc.)

ITEM DESCRIPTION

DISPOSAL RATES

1.1 Green Waste

\$ 38.00 / Ton (Min 1 ton per load)

1.2 Other Waste (List Type)

1.2.1 Construction Debris/Wood/Concrete

\$ 38.00 / Ton (Min 1 ton per load)

1.2.2 Whole Tires (No Rims)

\$ 20.00/ each

1.2.3 Appliances

\$ 20.00/ each

2.0 SPECIAL FEES (Specify)

2.1 ADEQ Fee (Arizona Dept of Env. Quality) \$.25 cents/ton

2.2 Environmental Fee

\$ 1.60 / ton

2.3 Fuel Fee

\$ 6.50/ ton (17%)

NAME AND ADDRESS OF LANDFILL:

Lone Cactus Landfill
21401 North 7th Street
Phoenix, AZ 85024

CONTACT PERSONNAME/PHONE:

Mark Snedecor/ (602) 454-2036

DAYS AND HOURS OF OPERATION:

- | | |
|---|---------------------------|
| <input checked="" type="checkbox"/> Monday | From 6:00 AM thru 3:30 PM |
| <input checked="" type="checkbox"/> Tuesday | From 6:00 AM thru 3:30 PM |
| <input checked="" type="checkbox"/> Wednesday | From 6:00 AM thru 3:30 PM |
| <input checked="" type="checkbox"/> Thursday | From 6:00 AM thru 3:30 PM |
| <input checked="" type="checkbox"/> Friday | From 6:00 AM thru 3:30 PM |
| <input checked="" type="checkbox"/> Saturday | From 6:00 AM thru 3:30 PM |

TYPES OF WASTE ACCEPTABLE FOR DISPOSAL AT THIS SITE (check each)

- ☐ Tire Shreds ☒ Construction Debris ☒ Concrete ☐ Dead Animals ☐ Whole Tires ☐ Oils ☐ Sludge
- ☐ Agricultural ☐ Liquids ☒ Wood ☐ Drilling Fluid ☒ Greens ☐ Contaminated Soils
- ☐ Industrial ☐ Mixed Municipal ☐ Asbestos ☐ Automobiles ☐ Medical ☐ Hazardous ☒ Other

Insert pricing for the various categories of waste received at your landfill or attach a published price list. For each item, indicate what unit pricing is based on (e.g. Ton, Yard, Load, etc.)

WASTE MANAGEMENT, 2425 S. 40TH STREET, PHOENIX, AZ 85034
1580 E. ELWOOD, PHOENIX, AZ 85040

ITEM DESCRIPTION

DISPOSAL RATES

1.1 Green Waste

\$ 38.00 / Ton (Min 1 ton per loaded)

1.2 Other Waste (List Type)

1.2.1 Construction Debris/Wood/Concrete

\$ 38.00 / Ton (Min 1 ton per load)

2.0 SPECIAL FEES (Specify)

2.1 ADEQ Fee (Arizona Dept of Env. Quality)

\$.25 cents/ton

2.2 Environmental Fee

\$ 1.50 / ton

2.3 Fuel Fee

\$ 2.50/ ton (7%)

NAME AND ADDRESS OF LANDFILL:

Northwest Regional Landfill

19401 W. Deer Valley Road

Surprise, AZ 85361

CONTACT PERSONNAME/PHONE:

Mark Snedecor/ (602) 454-2036

DAYS AND HOURS OF OPERATION:

<input checked="" type="checkbox"/> Monday	From 6:00 AM thru 4:00 PM
<input checked="" type="checkbox"/> Tuesday	From 6:00 AM thru 4:00 PM
<input checked="" type="checkbox"/> Wednesday	From 6:00 AM thru 4:00 PM
<input checked="" type="checkbox"/> Thursday	From 6:00 AM thru 4:00 PM
<input checked="" type="checkbox"/> Friday	From 6:00 AM thru 4:00 PM
<input checked="" type="checkbox"/> Saturday	From 6:00 AM thru 1:00 PM

TYPES OF WASTE ACCEPTABLE FOR DISPOSAL AT THIS SITE (check each)

☐ Tire Shreds ☒ Construction Debris ☒ Concrete ☒ Dead Animals ☒ Whole Tires ☐ Oils ☒ Sludge

☐ Agricultural ☒ Liquids ☒ Wood ☐ Drilling Fluid ☒ Greens ☒ Contaminated Soils

☒ Industrial ☒ Mixed Municipal ☒ Asbestos ☐ Automobiles ☒ Medical ☐ Hazardous ☒ Other

Insert pricing for the various categories of waste received at your landfill or attach a published price list. For each item, indicate what unit pricing is based on (e.g. Ton, Yard, Load, etc.)

ITEM DESCRIPTION

DISPOSAL RATES

1.1 Green Waste

\$ 36.00 / Ton (Min 1 ton per load)

1.2 Residential/Mixed Waste

\$ 36.00 / Ton (Min 1 ton per load)

1.3 Other Waste (List Type)

1.3.1 Construction Debris/Wood/Concrete

\$ 36.00 / Ton (Min 1 ton per load)

1.3.2 Dead Animals

\$ 36.00 / Ton (Min \$125.00 per load)

1.3.3 Whole Tires

\$ 125.00 / Ton (Min 1 ton per load)

1.3.4 Sludge

\$ 36.00 / Ton (Min \$125.00 per load)

1.3.5 Liquid

\$ 36.00 / Ton (Min \$125.00 per load)

13.6 Contaminated Soils/Industrial

\$ 36.00 / Ton (Min \$125.00 per load)

13.7 Non Friable Asbestos

\$ 36.00 / Ton (Min \$125 per load)

13.8 Medical (Treated)

\$ 36.00 / Ton (Min \$125 per load)

WASTE MANAGEMENT, 2425 S. 40TH STREET, PHOENIX, AZ 85034
1580 E. ELWOOD, PHOENIX, AZ 85040

2.0 SPECIAL FEES (Specify)

2.1 ADEQ Fee (Arizona Dept of Env. Quality)	<u>\$.25 cents/ton</u>
2.2 Environmental Fee	<u>\$ 1.50 / ton</u>
2.3 Fuel Fee	<u>\$ 2.50/ ton (7%)</u>

NAME AND ADDRESS OF LANDFILL:

7th Avenue Transfer Station
3000 South 7th Avenue
Phoenix, AZ 85041

CONTACT PERSONNAME/PHONE:

Mark Snedecor/ (602) 454-2036

DAYS AND HOURS OF OPERATION:

<input checked="" type="checkbox"/> Monday	From 6:00 AM thru 3:00 PM
<input checked="" type="checkbox"/> Tuesday	From 6:00 AM thru 3:00 PM
<input checked="" type="checkbox"/> Wednesday	From 6:00 AM thru 3:00 PM
<input checked="" type="checkbox"/> Thursday	From 6:00 AM thru 3:00 PM
<input checked="" type="checkbox"/> Friday	From 6:00 AM thru 3:00 PM

TYPES OF WASTE ACCEPTABLE FOR DISPOSAL AT THIS SITE (check each)

☐ Tire Shreds ☒ Construction Debris ☒ Concrete ☐ Dead Animals ☒ Whole Tires ☐ Oils ☐ Sludge

☐ Agricultural ☐ Liquids ☒ Wood ☐ Drilling Fluid ☒ Greens ☐ Contaminated Soils

☐ Industrial ☐ Mixed Municipal ☐ Asbestos ☐ Automobiles ☐ Medical ☐ Hazardous ☒ Other

Insert pricing for the various categories of waste received at your landfill or attach a published price list. For each item, indicate what unit pricing is based on (e.g. Ton, Yard, Load, etc.)

ITEM DESCRIPTION

DISPOSAL RATES

1.1 Green Waste

\$ 38.00 / Ton (Min 1 ton per load)

1.2 Other Waste (List Type)

1.2.1 Construction Debris/Wood/Concrete	<u>\$ 38.00 / Ton (Min 1 ton per load)</u>
1.2.2 Whole Tires (No Rims)	<u>\$ 20.00/ each</u>
1.2.3 Appliances	<u>\$ 20.00/ each</u>

2.0 SPECIAL FEES (Specify)

2.1 ADEQ Fee (Arizona Dept of Env. Quality)	<u>\$.25 cents/ton</u>
2.2 Environmental Fee	<u>\$ 1.60 / ton</u>
2.3 Fuel Fee	<u>\$ 6.50/ ton (17%)</u>

NAME AND ADDRESS OF LANDFILL:

Sky Harbor Transfer Station
2425 South 40th Street
Mesa AZ 85034

CONTACT PERSONNAME/PHONE:

Mark Snedcor/ (602) 454-2036

WASTE MANAGEMENT, 2425 S. 40TH STREET, PHOENIX, AZ 85034
1580 E. ELWOOD, PHOENIX, AZ 85040

DAYS AND HOURS OF OPERATION:

<input checked="" type="checkbox"/> Monday	From 6:00 AM thru 5:00 PM
<input checked="" type="checkbox"/> Tuesday	From 6:00 AM thru 5:00 PM
<input checked="" type="checkbox"/> Wednesday	From 6:00 AM thru 5:00 PM
<input checked="" type="checkbox"/> Thursday	From 6:00 AM thru 5:00 PM
<input checked="" type="checkbox"/> Friday	From 6:00 AM thru 5:00 PM
<input checked="" type="checkbox"/> Saturday	From 6:00 AM thru 2:00 PM

TYPES OF WASTE ACCEPTABLE FOR DISPOSAL AT THIS SITE (check each)

☐ Tire Shreds ☒ Construction Debris ☒ Concrete ☐ Dead Animals ☐ Whole Tires ☐ Oils ☐ Sludge

☐ Agricultural ☐ Liquids ☒ Wood ☐ Drilling Fluid ☒ Greens ☐ Contaminated Soils

☐ Industrial ☒ Mixed Municipal ☐ Asbestos ☐ Automobiles ☐ Medical ☐ Hazardous ☒ Other

Insert pricing for the various categories of waste received at your landfill or attach a published price list. For each item, indicate what unit pricing is based on (e.g. Ton, Yard, Load, etc.)

ITEM DESCRIPTION

DISPOSAL RATES

1.1 Green Waste	<u>\$ 38.00 / Ton</u> (Min 1 ton per load)
1.2 Residential/Mixed Waste	<u>\$ 38.00 / Ton</u> (Min 1 ton per load)
1.3 Other Waste (List Type)	
1.3.1 Construction Debris/Wood/Concrete	<u>\$ 38.00 / Ton</u> (Min 1 ton per load)
13.2 Whole Tires (No Rims)	<u>\$ 20.00 / Each</u>
13.3 Appliances	<u>\$ 20.00 / Each</u>
2.0 SPECIAL FEES (Specify)	
2.1 ADEQ Fee (Arizona Dept of Env. Quality)	<u>\$.25 cents/ton</u>
2.2 Environmental Fee	<u>\$ 1.60 / ton</u>
2.3 Fuel Fee	<u>\$ 6.50/ ton (17%)</u>

NAME AND ADDRESS OF LANDFILL:

San Tan Transfer Station
4040 South 80th Street
Mesa AZ 85212

CONTACT PERSONNAME/PHONE:

Mark Allen/ (602) 819-0141

DAYS AND HOURS OF OPERATION:

<input checked="" type="checkbox"/> Monday	From 7:00 AM thru 4:00 PM
<input checked="" type="checkbox"/> Tuesday	From 7:00 AM thru 4:00 PM
<input checked="" type="checkbox"/> Wednesday	From 7:00 AM thru 4:00 PM
<input checked="" type="checkbox"/> Thursday	From 7:00 AM thru 4:00 PM
<input checked="" type="checkbox"/> Friday	From 7:00 AM thru 4:00 PM
<input checked="" type="checkbox"/> Saturday	From 7:00 AM thru 12:00 PM

WASTE MANAGEMENT, 2425 S. 40TH STREET, PHOENIX, AZ 85034
1580 E. ELWOOD, PHOENIX, AZ 85040

TYPES OF WASTE ACCEPTABLE FOR DISPOSAL AT THIS SITE (check each)

- ☐ Tire Shreds ☒ Construction Debris ☒ Concrete ☐ Dead Animals ☒ Whole Tires ☐ Oils ☐ Sludge
- ☐ Agricultural ☐ Liquids ☒ Wood ☐ Drilling Fluid ☒ Greens ☐ Contaminated Soils
- ☐ Industrial ☒ Mixed Municipal ☐ Asbestos ☐ Automobiles ☐ Medical ☐ Hazardous ☒ Other

Insert pricing for the various categories of waste received at your landfill or attach a published price list. For each item, indicate what unit pricing is based on (e.g. Ton, Yard, Load, etc.)

ITEM DESCRIPTION

DISPOSAL RATES

1.1 Green Waste

\$ 38.00 / Ton (Min 1 ton per load)

1.2 Residential/Mixed Waste

\$ 38.00 / Ton (Min 1 ton per load)

1.3 Other Waste (List Type)

- 1.3.1 Construction Debris/Wood/Concrete
 13.2 Whole Tires (No Rims)
 13.3 Appliances

\$ 38.00 / Ton (Min 1 ton per load)
\$ 20.00 / Each
\$ 20.00 / Each

2.0 SPECIAL FEES (Specify)

- 2.1 ADEQ Fee (Arizona Dept of Env. Quality)
 2.2 Environmental Fee
 2.3 Fuel Fee

\$.25 cents/ton
\$ 1.60 / ton
\$ 6.50/ ton (17%)

NAME AND ADDRESS OF LANDFILL:

White Tanks Transfer Station
18605 West McDowell Road
Goodyear, AZ 85338

CONTACT PERSON/NAME/PHONE:

Mark Snedcor/ (602) 454-2036

DAYS AND HOURS OF OPERATION:

- | | |
|---|----------------------------|
| <input checked="" type="checkbox"/> Monday | From 7:00 AM thru 4:00 PM |
| <input checked="" type="checkbox"/> Tuesday | From 7:00 AM thru 4:00 PM |
| <input checked="" type="checkbox"/> Wednesday | From 7:00 AM thru 4:00 PM |
| <input checked="" type="checkbox"/> Thursday | From 7:00 AM thru 4:00 PM |
| <input checked="" type="checkbox"/> Friday | From 7:00 AM thru 4:00 PM |
| <input checked="" type="checkbox"/> Saturday | From 7:00 AM thru 12:00 PM |

TYPES OF WASTE ACCEPTABLE FOR DISPOSAL AT THIS SITE (check each)

- ☐ Tire Shreds ☒ Construction Debris ☒ Concrete ☐ Dead Animals ☒ Whole Tires ☐ Oils ☐ Sludge
- ☐ Agricultural ☐ Liquids ☒ Wood ☐ Drilling Fluid ☒ Greens ☐ Contaminated Soils
- ☐ Industrial ☒ Mixed Municipal ☐ Asbestos ☐ Automobiles ☐ Medical ☐ Hazardous ☒ Other

Insert pricing for the various categories of waste received at your landfill or attach a published price list. For each item, indicate what unit pricing is based on (e.g. Ton, Yard, Load, etc.)

WASTE MANAGEMENT, 2425 S. 40TH STREET, PHOENIX, AZ 85034
1580 E. ELWOOD, PHOENIX, AZ 85040

ITEM DESCRIPTION	DISPOSAL RATES
1.1 Green Waste	<u>\$ 38.00 / Ton</u> (Min 1 ton per load)
1.2 Residential/Mixed Waste	<u>\$ 38.00 / Ton</u> (Min 1 ton per load)
1.3 Other Waste (List Type)	
1.3.1 Construction Debris/Wood/Concrete	<u>\$ 38.00 / Ton</u> (Min 1 ton per load)
13.2 Mixed Municipal	<u>\$ 38.00 / Ton</u> (Min 1 ton per load)
13.3 Whole Tires (No Rims)	<u>\$ 20.00 / Each</u>
13.4 Appliances	<u>\$ 20.00 / Each</u>
2.0 SPECIAL FEES (Specify)	
2.1 ADEQ Fee (Arizona Dept of Env. Quality)	<u>\$.25 cents/ton</u>
2.2 Environmental Fee	<u>\$ 1.60 / ton</u>
2.3 Fuel Fee	<u>\$ 6.50/ ton</u> (17%)

Terms:	NET 30
Vendor Number:	W0000006393 W000001868 X
Telephone Number:	602/305-4311 623/454-3165
Fax Number:	602/323-3768 602/470-0692
Contact Person:	Mark Snedecor
E-mail Address:	msnedecor@wm.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2011.